

REQUEST FOR PROPOSALS
CITY OF NORTH LITTLE ROCK, ARKANSAS

MARY BETH BOWMAN
DEPARTMENT OF COMMERCE
120 MAIN STREET - P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, ARKANSAS 72114
501-975-8881

RFP NO. 14-3317 DATE ISSUED: Sunday November 2, 2014

DATE & TIME OF RFP OPENING: WEDNESDAY, NOVEMBER 19, 2014 @ 10:00 A.M.

RFP NOTICE

THE CITY OF NORTH LITTLE ROCK IS REQUESTING PROPOSALS FROM QUALIFIED INDIVIDUALS/FIRMS/ORGANIZATIONS FOR THE USAGE OF THE BUILDING AT 140 RIVERFRONT PARK DRIVE, NORTH LITTLE ROCK, ARKANSAS. THE BUILDING IS OWNED BY THE CITY AND IS CURRENTLY VACANT. THE CITY IS SEEKING PROPOSALS TO DETERMINE THE BEST USE OF THE SITE AND BUILDING.

ANY QUESTIONS REGARDING THIS RFP SHOULD BE DIRECTED IN WRITING TO:

MARY BETH BOWMAN, DIRECTOR
DEPARTMENT OF COMMERCE
120 MAIN STREET - NORTH LITTLE ROCK, AR 72114
501-975-8881
Email: mbowman@nlr.ar.gov

Upon signing this request the organization certifies that they have read and agree to the requirements set forth in this Request for Proposals

Name of Individual/Firm/Organization: _____

Phone No.: _____ Arkansas Tax Permit No. _____

Business Address: _____

Signature of Contact Person: _____ Title: _____

Email Address: _____ Date: _____

UNSIGNED REQUEST FOR PROPOSALS WILL BE REJECTED

City of North Little Rock, Arkansas

**Request for Proposals – Usage of City Owned Building at 140 Riverfront Park Drive,
North Little Rock, Arkansas**

RFP # 14-3317

INTRODUCTION

The City of North Little Rock owns the building at 140 Riverfront Park Drive (formerly Fike's Bike Shop), North Little Rock, AR. The building is approximately 2,800 square feet with restrooms inside the building. The building is located along the Arkansas River and bicycle trail. Parking is available at this site. The City is seeking proposals in the form of business plans for the usage of the building.

Below are a photos of the building and an aerial view of the site.



140 Riverfront Park Drive



Pre-Submittal Building Tours

Proposers are invited to attend a non-mandatory pre-submittal building tour. Date options are:

- Tuesday, November 4, 2014 10:00 – 11:00 a.m.
- Friday, November 7, 2014 10:00 – 11:00 a.m.

Potential proposers who plan to attend one of the tours are asked to RSVP in advance to Mary Beth Bowman at 501-975-8881, or mbowman@nlr.ar.gov. Tour participants are encouraged to wear shoes and clothing appropriate for a vacant building tour.

Proposer Shall Provide

At minimum, the Proposer shall provide the following evidence in support of its proposal (you may submit this information in the form of a business plan):

- A narrative describing the use proposed, managing entity of the project, business history and primary purpose of the individual/firm/organization proposing the usage/project;

- The name, resume and background of the managing professional and other key individuals, board members, affiliates, and other individuals to be associated with the project;
- A description of the ability and capacity of the proposer, the management structure, project timeline and the procedures and practices for managing the planned usage of the building, as well as obtaining project financing;
- A budget for the usage/project;
- A description of past performance and references on similar projects of this type; and,
- Include other supporting evidence related to the feasibility of the proposed usage/project:
Surveys, market summaries, evidence of need, etc.

The most feasible proposals will be short-listed based on the above criteria and project contacts notified for an interview to discuss further details of the proposed usages/projects.

Clarification

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers.

Disqualification of Proposals

More than one proposal under the same or different names from any one proposer will not be considered. Reasonable grounds for believing the proposer is interested in more than one proposal will cause the rejection of all proposals in which the proposer is interested. One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers.

A Proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

Proposals to be Retained

No proposal may be withdrawn for a period of sixty (60) days after the scheduled time for receipt of proposals pending execution of a Contract with the successful proposer.

Proposers Responsible for the Proposal

The proposer shall carefully examine the terms of the proposal documents and minimum requirements and shall judge for itself all of the circumstances and conditions affecting its proposal.

Right to Accept or Reject Proposals

The City reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirely the Request for Proposals, to advertise again for new proposals, and to waive minor irregularities and information.

Withdrawal of Selection

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contract has been fully executed by all parties and approved by the City.

Proprietary Information

All material submitted to the City becomes public property and is subject to the Arkansas Freedom of Information Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will to the extent allowed by law, endeavor to protect such information from disclosure. The Proposed needs to state why this information should be considered proprietary. If the Proposer fails to identify proprietary information, he/she agrees that by submission of his/her proposal that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Proposers must not identify the entire proposal as proprietary.

No Proposal Compensation

No Proposer will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation or negotiated process.

Proposal Evaluation

In selecting the best proposal for the usage of the property in question, a Selection Committee shall evaluate all proposals submitted, and may elect to conduct oral interviews with one or more finalists unless the Selection Committee can make its selection based on the proposals submitted.

The Selection Committee shall evaluate the proposal based on the following criteria:

1. Proposed Use or Range of Uses. Must be complementary and sensitive to the surrounding environment, and demonstrate the ability to leverage or support desired uses in a downtown/riverfront environment.

2. Project Capacity and Capability. Must demonstrate capacity to obtain financing and capability to successfully complete the proposed usage/project of the building under a proposed timeline.
3. Experience and Skill. Must fully demonstrate the Proposer's experience as this applies to capacity to successfully develop and operate the proposed venture.
4. Professional Qualifications. Must provide relevant experience and qualifications for all persons that will be actively engaged in the project or business.
5. Feasibility. Project must be relevant to current downtown and riverfront market needs (for profit or non-profit) and Proposer should evidence feasibility.

The City may request the submission of additional information to assist in its evaluation of the proposals, and the Proposer will be expected to corporate fully with such a request. The City reserves the right to reject any or all proposals.

Contract Term

The contract period shall be for one (1) year with the option to renew for five (5) successive one (1) year terms, with the mutual agreement of both parties in order for renewal to occur.

Agreement

Upon selection of a proposal for the usage of the property at 140 Riverfront Park Drive, North Little Rock, AR, an Agreement shall be prepared, fully executed and encumbered before right of entry is established. The Agreement may contain or incorporate the following:

- Standard clauses;
- Scope and use of property;
- Non-collusion affidavit;
- Drug-free Workplace form;
- A description of the responsibilities of all parties;
- Timelines and deadlines for completion of certain development objectives if necessary;
- A clause for inclusion by reference of the RFP, the proposal, and the representations of the proposer into the contract;
- The monthly lease amount agreed upon by both parties; and
- A right of the City to terminate the contract upon notice with just cause.

Please submit your business plan or proposal to:

Mary Beth Bowman
Director of Commerce
120 Main Street
North Little Rock, AR 72114
Telephone: 501-975-8880
Email: mbowman@nlr.ar.gov

Proposal Format and Content

The City discourages overly lengthy and costly proposals; however, in order for the City to conduct a uniform review process of all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical to the City's evaluation process.

Proposals must include the complete name and address of proposer, proposer's firm or organization and the name, mailing address, email address and telephone number of the person the City should contract regarding the proposal.

Proposals must confirm that the proposer will comply with all provisions of this RFP. Proposals must be signed by a person empowered to bind the firm/organization.

A Proposer's failure to submit its proposal prior to the deadline listed in this RFP will cause the proposal to be disqualified.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE COMMERCE DEPARTMENT ON OR BEFORE THE STATED DATE AND TIME OF: WEDNESDAY, NOVEMBER 19, 2014 AT 10:00 A.M. IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Mondays through Fridays (8:00 a.m. – 4:30 p.m.) , excluding holidays observed by the City, but not beyond the due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

TERMS AND STANDARD CONDITIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS
PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce and Governmental Relations.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce and Governmental Relations.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids received after stated time for opening will not be considered.
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
 - A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information of bid forms may be obtained from: DEPARTMENT OF COMMERCE , 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881